

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 56-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING  
CONDITIONAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS  
ASSOCIATED WITH THE CLUB CARWASH SITE PLAN (MEAD CROSSINGS  
SUBDIVISION, AMENDMENT NO. 2, LOT B)**

**WHEREAS**, Club Car Wash Operating, LLC, a Delaware limited liability company having a principal office address of 1591 E. Prathersville Road, Columbia, Missouri 65202 (“Developer”) has caused the completion of certain public improvements benefitting the Club Carwash Site Plan (“Development”), specifically the installation of concrete sidewalk, curb and gutter, asphalt paving, and storm sewer drainage facilities (collectively, the “Improvements”); and

**WHEREAS**, the Improvements are identified in that certain Site Plan Agreement dated June 3, 2023, and recorded on November 29, 2023, at Reception No. 4932976 in the Weld County property records (the “SPA”); and

**WHEREAS**, the Improvements are subject to a warranty period of two (2) years following the conditional acceptance of the improvements; and

**WHEREAS**, Developer has requested conditional acceptance of the Improvements by the Board of Trustees of the Town of Mead; and

**WHEREAS**, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of July 8, 2024, subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

**WHEREAS**, the Board of Trustees desires to grant conditional acceptance of the Improvements subject to the conditions set forth in this Resolution; and

**WHEREAS**, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

**WHEREAS**, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SPA.

**NOW THEREFORE, BE IT RESOLVED** by the Town of Mead, Weld County, Colorado, that:

**Section 1. Conditional Acceptance of Public Improvements.** The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on July 9, 2024.

**Section 2. Developer Obligation to Maintain Improvements during Guarantee Period.**

Developer shall maintain the Improvements for a two (2) year period from the date of conditional acceptance (the "Guarantee Period"). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SPA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

**Section 3. Severability.** If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

**Section 4. Repealer.** All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or motion, no revive any resolution or motion thereby.

**Section 5. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 6. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 8<sup>TH</sup> DAY OF JULY, 2024.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Marisol Herman, Deputy Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit A**

Final Punchlist (for Conditional Acceptance – Public Improvements **Club Carwash Site Plan**)

(attached – 1 page)



Project Name: Club Car Wash  
 Contractor: KCI  
 Inspector: Ryan Corbett  
 Punchwalk Dates: 4/12/24, 5/8/24, 5/9/24  
 Pre-Walk for Conditional Acceptance: 5/10/2024, 5/13/24

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete				5/10/2024	RCC
2	Detention Basin	Approved by JVA			5/9/2024	RCC
3	Manhole/Valves	All manholes are in private paving.			5/10/2024	RCC
4	Street Lights	All lights are in private lot, but they are all installed and functional.			5/10/2024	RCC
5	As-Builts			5/10/2024	6/8/2024	RCC
6	Storm	All private until it leaves site; but inspected, reviewed, and approved videos.			5/10/2024	RCC
7	Erosion Control	No outstanding issues.			5/10/2024	RCC
8	Housekeeping	Dumpster needs removed	Near entrance to site	5/10/2024	5/14/2024	RCC
9	Stockpiles/Grading	All cleaned			5/10/2024	RCC
11	Underdrain	N/A			5/10/2024	RCC
12	Asphalt	N/A			5/10/2024	RCC
13	Thermoplastic Symbols	N/A, all markings were painted and on private lot.			5/10/2024	RCC
14	Inlet				5/10/2024	RCC
15	Water (LTWD)	Part of QT and not part of the CCW project			5/10/2024	RCC
16	St. Vrain (Sewer)	Part of QT for the tap, but confirmed with St Vrain inspector on 5/13/24			5/13/2024	RCC
17	Retaining Wall	Did not require a building permit but was installed per plans	CDOT ROW along sidewalk at NE corner of site		5/10/2024	RCC
18	CDOT	2 Open Permits- the site and an access permit	CDOT frontage	5/10/2024	6/25/2024	RCC
19	Landscaping	Has been completed but will need to ensure the seed has taken at 2-year walk	Lot to the west of the site		5/10/2024	RCC

**Exhibit B**

Additional conditions (Conditional Acceptance – Public Improvements **Club Carwash Site Plan**)

The Developer shall reduce the collateral for the Improvements by selecting one of the two options set forth below.

1. **OPTION 1**

Developer shall replace the Cash Deposits with check numbers 27826 and 27828, both dated October 5, 2023, in the amounts of \$42,481.75 and \$90,247.37, respectively (the “Existing Public Improvements Deposits”), with **one new replacement LOC** in the form required by the SPA in the amount of **nineteen thousand nine hundred nine dollars (\$19,909.00)** (representing 15% of the aggregate face amounts of the Existing Public Improvements Deposits) and having an expiration date **not earlier than September 1, 2026** (the “Warranty LOC”). If Developer selects OPTION 1, the Developer shall proceed to have BANK MIDWEST file the Warranty LOC with the Town Engineer on or before August 15, 2024. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing Public Improvements Deposits to be released.

2. **OPTION 2**

At Developer’s request, the Town will refund a portion of the aggregate face amounts of the Existing Public Improvements Deposits, in the amount of one hundred twelve thousand eight hundred twenty dollars and twelve cents (\$112,820.12), and the Town will retain **nineteen thousand nine hundred nine dollars (\$19,909.00)**, representing 15% of the aggregate face amounts of the Existing Public Improvements Deposits (the “WARRANTY DEPOSIT”).

If Developer selects OPTION 2, the Developer shall file a request with the Town Engineer or designee on or before July 31, 2024, to process the refund and for the Town to retain the WARRANTY DEPOSIT funds.